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STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: John P. TOSCANO et al.

Application No./Patent No.: 10/587,644 Filed/Issue Date: January 28, 2005 (Int'l)

Entitled: NITROXYL PROGENITOR COMPOUNDS AND METHODS OF USE

The Johns Hopkins University, a university
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.
(The extent (by percentage) of its ownership interest is _____ %)

in the patent application/patent identified above by virtue of either:

- A. ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

- B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
2. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
3. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

- ☒ As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

B. Keith Baker
Signature

9/8/08
Date

B. Keith Baker
Printed or Typed Name

410-516-8300
Telephone Number

Director
Title

Attorney Docket No.: 404812000800
Client Reference No.: C04390

ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, made this 18th day of September, 2006,
by John P. Toscano, III; Christopher M. Pavlos; and Preeya K. Boppana (hereinafter
referred to as Assignors), residing at 709 Regester Avenue, Baltimore, Maryland
21212; 14018 Chestnue Court, Laurel, Maryland 20707; and 8577 Indian Spring
Road, Frederick, Maryland 21702, respectively;

WHEREAS, Assignors have invented certain new and useful improvements
in NITROXYL PROGENITOR COMPOUNDS AND METHODS OF USE, set forth in a
Patent application for which an International Application was filed on January 28,
2005, PCT/US05/03183, designating the United States; and

WHEREAS, The Johns Hopkins University, having a principal place of
business at 3400 N. Charles Street, Baltimore, Maryland 21218 (hereinafter referred
to as Assignee), is desirous of acquiring the entire right, title and interest in and to said
inventions and said International Application including any Letters Patent of the United
States to be obtained therefore and thereon.

NOW, THEREFORE, in consideration of good and sufficient consideration,
the receipt of which is hereby acknowledged, Assignors have sold, assigned,
transferred and set over, and by these presents do sell, assign, transfer and set over,
unto Assignee, its successors, legal representatives and assigns, the entire right, title
and interest in and to the above-mentioned inventions and International Application for
Letters Patent, and in and to any and all direct and indirect divisions, continuations and
continuations-in-part of said application, and any and all Letters Patent in the United
States and all foreign countries which may be granted therefore and thereon, and
reissues, reexaminations and extensions of said Letters Patent, and all rights under
the International Convention for the Protection of Industrial Property, the same to be
held and enjoyed by Assignee, for its own use and benefit and the use and benefit of
its successors, legal representatives and assigns, to the full end of the term or terms
for which Letters Patent may be granted and/or extended, as fully and entirely as the

same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order

to comply with the rules of the United States Patent and Trademark Office for
recordation of this document:

EDWARDS ANGELL PALMER & DODGE LLP

All practitioners at Customer Number 49383

AND Assignors acknowledge an obligation of assignment of this invention to
Assignee at the time the invention was made.

John P. Toscano III
John P. Toscano, III

Date: September 18, 2006

United States of America)
State of Maryland) ss.:
County of Baltimore)

Exp. 7/1/2009

On this 18th day of September, 2006, before me
personally came John P. Toscano, III, to me known to be the individual
described in and who executed the foregoing instrument, and acknowledged execution
of the same.

Anita M. Cox
Notary Public

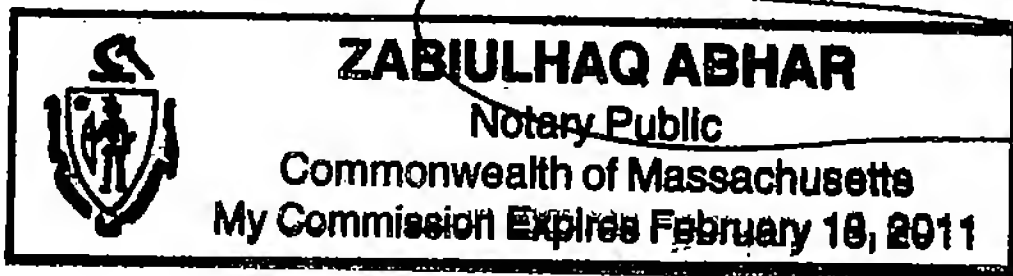
Pk Boppana
Preeya K. Boppana

Date: 15 Mar 08

United States of America)
State of Massachusetts) ss.:
County of Middlesex)

On this 15 day of March, 2008, before me
personally came Preeya K. Boppana, to me known to be the individual
described in and who executed the foregoing instrument, and acknowledged execution
of the same.

Zabiulhaq Abhar
Notary Public

The notary seal is a rectangular stamp. On the left is a circular emblem containing a shield with a figure. To the right of the emblem, the text reads: "ZABIULHAQ ABHAR", "Notary Public", "Commonwealth of Massachusetts", and "My Commission Expires February 18, 2011".

ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, made this 18th day of September, 2006,
by John P. Toscano, III; Christopher M. Pavlos; and Preeya K. Boppana (hereinafter
referred to as Assignors), residing at 709 Regester Avenue, Baltimore, Maryland
21212; 14018 Chestnut Court, Laurel, Maryland 20707; and 8577 Indian Spring
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to as Assignee), is desirous of acquiring the entire right, title and interest in and to said
inventions and said International Application including any Letters Patent of the United
States to be obtained therefore and thereon.

NOW, THEREFORE, in consideration of good and sufficient consideration,
the receipt of which is hereby acknowledged, Assignors have sold, assigned,
transferred and set over, and by these presents do sell, assign, transfer and set over,
unto Assignee, its successors, legal representatives and assigns, the entire right, title
and interest in and to the above-mentioned inventions and International Application for
Letters Patent, and in and to any and all direct and indirect divisions, continuations and
continuations-in-part of said application, and any and all Letters Patent in the United
States and all foreign countries which may be granted therefore and thereon, and
reissues, reexaminations and extensions of said Letters Patent, and all rights under
the International Convention for the Protection of Industrial Property, the same to be
held and enjoyed by Assignee, for its own use and benefit and the use and benefit of
its successors, legal representatives and assigns, to the full end of the term or terms
for which Letters Patent may be granted and/or extended, as fully and entirely as the

same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

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EDWARDS ANGELL PALMER & DODGE LLP

All practitioners at Customer Number 49383

AND Assignors acknowledge an obligation of assignment of this invention to
Assignee at the time the invention was made.

John P. Toscano III
John P. Toscano, III

Date: September 18, 2006

United States of America)
State of Maryland) ss.:
County of Baltimore)

Exp. 7/1/2009

On this 18th day of September, 2006, before me
personally came John P. Toscano, III, to me known to be the individual
described in and who executed the foregoing instrument, and acknowledged execution
of the same.

Anto M. Cox
Notary Public

Christopher M. Pavlos

Christopher M. Pavlos

Date: 5/13/08

United States of America)
State of Texas) ss.:
County of Travis)

On this 13th day of May, 2008, before me personally came Christopher M. Pavlos, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Melissa Hunter

Notary Public

